

This SAS License and Services Agreement ("Agreement") is between the State Of Wisconsin, (the "State"), with offices at 101 E Wilson Street, 6th Floor, P.O Box 7867, Madison, WI 53707-7867 and Executive Information Systems LLC (EIS) (the "Contractor") with offices at 6901 Rockledge Dr., Suite 600, Bethesda, Maryland 20817 (collectively the "Parties").

WHEREAS the State and EIS desire to establish the terms that shall generally apply to the purchase by the State of licenses of SAS Institute Inc. ("SAS" or "Institute") software and of SAS services;

NOW THEREFORE, the Parties agree as follows:

1. With respect to new licenses purchased by the State of SAS software, any renewals or maintenance on any new or existing licenses, as applicable, and the purchase by the State of SAS consulting and training services, are governed by the terms of this Agreement. Pricing for these items is established at the rates listed in EIS' GSA schedule price list (Contract #47QTCA18D0081) ("Contract Price List") which is in effect at the time of purchase.
2. This Agreement is the entire Agreement between the State and EIS, also representing the concerns of SAS, with respect to its subject matter. No change or modification to this Agreement shall be valid unless it is in writing and signed by an authorized representative of both Parties.
3. Unless subsequently agreed in writing by the Parties in a change or modification hereto, this Agreement shall not apply to the annual renewal or maintenance, as applicable, of any State license of SAS software that was not initially licensed under the terms of an agreement with EIS.
4. The period of this Agreement shall commence December 21, 2020 and shall remain in effect until December 21, 2024 or until the expiration of EIS' GSA contract, whichever is greater, unless terminated earlier as provided in this Agreement or extended by written agreement of the parties.
5. The State of Wisconsin Department of Administration is not responsible for any obligations created by any state agency. The State of Wisconsin is not responsible or liable for any obligations created by any municipality.

Agreed and Accepted by:

Customer: State of Wisconsin

Executive Information Systems, LLC

DocuSigned by:  
Signature: Cheryl Edgington  
E70A1AADB106453...

Signature: [Signature]  
Digitally signed by Jonathan Ward  
DN: cn=Jonathan Ward, o=Executive  
Information Systems, LLC, ou,  
email=jward@execinfoys.com, c=US  
Date: 2020.12.18 14:33:59 -05'00'

Name: Cheryl Edgington

Name: Jonathan Ward

Date: 12/28/2020 | 11:24 AM CST

Date: 12/18/2020

Executive Information Systems, LLC

WI Contract # 505ENT-W11-SASINST-00



Contract Number:  
**505ENT-W11-SASINST-00**

Period Covered by Contract:  
**December 21, 2020 – December 21, 2024**

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## DEFINITIONS

“Agreement” means this document numbered 505ENT-W11-SASINST-00.

“Authorized Users” means those state agencies and municipalities, as defined below, that may purchase products and/or Services under this Agreement. Authorized Users may order Programs and Services from EIS in accordance with the terms and conditions of this Agreement. By placing an order with EIS under this Agreement, the Authorized User shall be bound by the terms and conditions of this Agreement. For the purposes of each individual order, when the term “State” is used in this Agreement, it shall refer to the Authorized User placing the order.

“Contract” means the current GSA Contract and price list that resides on the EIS website (<http://www.execinfosys.com/GSA%2047QTCA18D0081.htm>).

“Contractor” means Executive Information Systems

“Export” means an actual shipment or transmission of items out of the United States.

“Institute” means SAS Institute, Inc.

“Municipality” includes a county, city, village, town, school district, federally recognized Indian tribes, board of school directors, sewer district, drainage district, vocational, technical, and adult education district or other public or quasi-public corporation, board, or other body having authority to award public contracts within the State.

“Software” means SAS Institute Software Programs

“State” means the State of Wisconsin and includes any office, department, agency, institution of higher education, association, society, or other body in state government that is authorized to expend monies appropriated by the state legislature.

“Third Party” means any contractor or any other entity that is not a part of the State of Wisconsin, EIS, SAS or an Authorized User.

**CUSTOMER INFORMATION**

**Quantity discounts: Discounts offered on the following volume basis:**

Dollar Volume:  
\$100,000 to \$349,999 1%  
\$350,000 to \$499,999 2%  
\$500,000 to \$749,999 3%  
\$750,000 to \$999,999 4%  
\$1Million and up 5%

Note: The dollar volume discounts apply on a per purchase order basis for SAS Institute, Inc. software and/or software maintenance and cannot be used in combination with additional discounts/concessions from current GSA Schedule pricing. **Prompt payment terms:** 0% NET 30

**Time of Delivery (Contractor insert number of days):** Within the number of calendar days after receipt of order (ARO), as set forth below:

**SAS Software, Software maintenance, and Training Points:** 30 days

**Professional Services:** As negotiated between the Authorized User and the Contractor

**Expedited delivery can be negotiated at the purchase order level**

**F.O.B Points(s):** Destination

**Ordering Address(es):**

Executive Information Systems,  
LLC Attn: Sales  
6901 Rockledge Drive, Suite 600  
P.O. Box 34076  
Bethesda, MD 20817-0076

**Payment address(es):**

Executive Information Systems,  
LLC Attn: Accounting  
P.O. Box 34076  
Bethesda, MD 20827-0076

**TERMS AND CONDITIONS APPLICABLE TO TERM AND PERPETUAL SOFTWARE  
LICENSE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Authorized User reserves the right to inspect or test any software that has been tendered for acceptance. The Authorized User may require repair or replacement of nonconforming software at no increase in contract price. The Authorized User must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. See Exhibit A for Contractor's warranties.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. See Exhibit A, Section 1.b for further clarification regarding this warranty.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the State for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the Authorized User, shall provide a hot line technical support number (919) 677-8000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday 9:00 AM to 6:00 PM EST exclusive of holidays.

#### **4. SOFTWARE MAINTENANCE**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on- line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase and is non-refundable.

#### **5. INTENTIONALLY OMITTED**

#### **6. UTILIZATION LIMITATIONS**

- a. When acquired by the Authorized User, commercial computer software and related documentation shall be subject to the utilization limitations set forth in Exhibit A.

#### **7. SOFTWARE CONVERSIONS**

Full monetary credit will be allowed to the Authorized User when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. This Section is subject to the terms of Section 6.f of Exhibit A

#### **8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

#### **9. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF**

## **SAS INSTITUTE SOFTWARE**

The terms and conditions applicable to the purchase of SAS Institute Inc. software is set forth in the Enterprise User License Agreement attached hereto as Exhibit A (the “EULA”). The terms and conditions of the EULA shall be incorporated into order issued under this Contract.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Authorized Users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Authorized User's location, as agreed to by the Contractor and the Authorized User.
- c. As used herein the "SAS Training Services" shall mean SAS Training Points
- d. Purchased SAS Training Points do not expire

2. ORDER

Written orders and credit card orders shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course except as follows:

- a. For SAS Training Points this information will not be included on the order for the SAS Training Points but will be required at the time the training is scheduled by the Authorized User.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Authorized User.

4. CANCELLATION AND RESCHEDULING

- a. This paragraph only applies to SAS Public Training courses. The ordering activity will notify the Contractor at least three (3) calendar days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Authorized User to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Authorized User will modify its original training order to specify the time and date of the rescheduled training class. The applicable fee for SAS Public Training that is cancelled on less than three (3) calendar days' notice by the Authorized User



shall not be waived or reduced and shall remain due and payable by the Authorized User as ordered. However, substitutions (name changes) by the Authorized User with respect to SAS Public Training are accepted at any time prior to the event as set forth in paragraph c below. In addition, the Contractor will permit the Authorized User to reschedule attendance of a student at a SAS Public Training course at no additional charge provided that notification of the rescheduling to a later availability date of the course is received at least twenty-four (24) hours prior to the start of the applicable SAS Public Training.

For cancellation and rescheduling with respect to SAS Training Points orders, the cancellation policy set forth in the Cancellation Policy under the “Guidelines” Section 10 below shall apply.

b. In the event the Authorized User fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Authorized User will be liable for the contracted dollar amount of the training course or as stated in paragraph a. above. The Contractor agrees to permit the Authorized User to reschedule a student who fails to attend a SAS Public Training class within ninety (90) days from the original course date, at no additional charge provided that twenty-four (24) hours’ notice of rescheduling is provided as set forth in paragraph a. above, and subject to availability of the course within such ninety (90) day period.

c. For SAS Public Training the Authorized User reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Authorized User, the Contractor must notify the Authorized User at least seventy-two (72) hours before the scheduled training date. The requirement for 72 hours’ notice shall apply except where Contractor is unable to conduct training due to circumstances beyond Contractor’s reasonable control, including any force majeure event; provided that in such cases Contractor shall provide the Authorized User with notice of cancellation as soon as reasonably possible.

## 5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

## 6. PRICE FOR TRAINING

The price that the Authorized User will be charged will be the Authorized User training price in effect at the time of order placement, or the Authorized User price in effect at the time the training course is conducted, whichever is less.

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor to Authorized User upon receipt of an acceptable order from the State. Payment terms for any order of SAS Training Points will be net 30 days from receipt of invoice unless otherwise agreed upon by the Contractor and the State. Authorized User

## 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students, except that with respect to any SAS Onsite Training, due to the nature of Onsite (Authorized User Site) Training the Authorized User is responsible for providing IT equipment to the students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course. With respect to SAS Training, Contractor will provide each student with a Certificate of Training provided that the Authorized User furnishes to the Contractor a roster of the students attending the SAS Onsite Training.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

The foregoing information is currently provided through the website referenced in subparagraph b of the first paragraph of Section 10 below.

e. For those courses conducted at the Authorized User's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the rates prescribed in the State of Wisconsin travel

regulations, as applicable, in effect on the date(s) the travel is performed. These expenses generally include the following

Roundtrip coach airfare; rental car, including gas, or local transportation; hotel and per diem meal expenses; taxes

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9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NOT APPLICABLE

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10. SUPPLEMENTAL TERMS

With respect to SAS Training Services the following additional terms shall apply:

- a) With respect to SAS Training Services identified as "SAS Onsite Training," the maximum number of students that may attend an Onsite training course shall be twenty (20) students.  
Additional charges shall apply for each additional student in excess of twenty (20) students attending any such on-site training course to be a maximum of five (5) additional students.
- b) SAS Training Services do not include any customized content for any training. The fees for on-site training do not include fees for presenting an on-site course at a SAS training facility. The training courses that may be ordered pursuant to the Contract shall be separately identified by SAS Institute. Currently a listing of such courses is available at <http://support.sas.com/training/discounts/pts.html#s1=4>

With respect to SAS Training Services identified as "SAS Training Points" the following additional terms shall apply:

**Guidelines**

The Authorized User must designate a representative to serve as the contact to register employees for public courses, on-site courses, Business Knowledge Series (BKS) courses, Live Web courses, Six Sigma courses, license fees for all e- Learning products, SAS Certification exam vouchers, training development, SAS training center rental fees, or selected conferences (collectively "SAS Training Points-Eligible Products and Services").

The SAS Training Points offer applies only to courses and events scheduled in the United States.

For students using SAS Training Points units to attend courses in certain states, an additional state tax may be applicable unless an exemption applies. A separate invoice will be sent for payment remittance. This amount is not included in SAS Training Points pricing.

SAS Training Points units can be used to register for SAS Training Points-Eligible Products and Services. These events will have varying SAS Training Points assigned to them according to their registration or license fees or standard charges.

SAS Training Points units may not be used to satisfy partial billing for a registration.

Class and conference sizes are limited and space is not guaranteed. Onsite classes are limited to 20 students per class. An additional fee per student per day will be charged for each student over 20, not to exceed 25 students in total in the class.

SAS reserves the right to cancel or reschedule any and all SAS Training Points-Eligible Products and Services at its discretion. SAS is not responsible for airline penalties related to the cancellation of SAS courses or events. Please be aware of all airline restrictions regarding nonrefundable airline tickets when purchasing an airline ticket.

The SAS Training Points Administrator will issue an account number to the designated contact upon receipt of an SAS Training Points order. The contact may begin using its SAS Training Points units as soon as it receives an account number, but not before then.

No other discounts are applicable. SAS Training Points fees are non-refundable.

For on-site courses, travel expenses for EIS' vendor's staff are additional. Expenses include roundtrip coach airfare; rental car, including gas or local transportation; taxes; hotel and per diem meal expenses.

## **CANCELLATION POLICY**

SAS Training Points may be reinstated to the account if cancellations are received by phone, mail or e-mail at least 3 (three) calendar days prior to the scheduled start date of an event; after that

(7 calendar days or less), SAS Training Points accounts will be charged and invoiced for the full number of corresponding SAS Training Points. Substitutions (name changes) are accepted at any time prior to the event. Transfers are accepted, but they must be received no later than 24 hours from the start date of the event.

The Authorized User may cancel on-site courses without charge if notification is received by EIS' vendor by phone or in writing no later than 21 days prior to the course start date. Rescheduling a course less than 21 calendar days prior to course start date is considered a cancellation, and a cancellation fee of \$500 will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased for EIS vendor's personnel with the Authorized User's approval, the Authorized User will be responsible for the cost of these tickets and if less than 21 calendar days' notice is provided.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES****1. SCOPE**

- a. The prices, terms and conditions stated in this section apply exclusively to IT Services within the scope of this Agreement.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Authorized User location, as agreed to by the Contractor and the Authorized User.

**2. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the Agreement period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
- c. Any order issued for services under this Agreement shall make reference to the applicable Contractor quotation and any related proposal document / statement of work outlining the scope of services being procured
- d. Unless specifically agreed upon in writing with respect to specifically identified work product in a statement of work (or like document) included in an order hereunder, title to and ownership of the work product resulting from services shall remain with the Contractor or its licensors at all times notwithstanding any other term hereof or any term in any purchase order or other ordering documents, including, without limitation, any attachment included in any purchase order or other ordering documents.
- e. For SAS services, EIS and its licensors are not liable for special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort). EIS' and its licensors' total liability for any claim relating to services

covered by this Agreement or use of the work product resulting from such services is limited to the services fees received from the State for the services or work product(s) at issue. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

3. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the State.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the Authorized User.
- c. The Authorized User should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. EIS warrants that services shall be completed in a good and workmanlike manner. If the services do not substantially conform to the foregoing warranty, EIS will choose to make them conform or refund the current fee paid for the services at issue. This is the exclusive remedy for breach of this warranty.
- d. Any Contractor travel required in the performance of IT Services must comply with the State of Wisconsin travel regulations, as applicable, in effect on the date(s) the travel is performed.

4. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

5. RESPONSIBILITIES OF THE AUTHORIZED USER

Subject to security regulations, the Authorized User shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

6. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an

independent Contractor, and not as an agent or employee of the Authorized User.

7. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the Authorized User for individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

8. PAYMENTS

For firm-fixed price orders the Authorized User shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments will be made on a monthly basis .

9. RESUMES

Resumes shall be provided to the Authorized User upon request.

10. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the Authorized User and agreed to in writing prior to any purchase order issued or the commencement of any services..

11. APPROVAL OF SUBCONTRACTS

The Authorized User may require that the Contractor receive, from the Authorized User's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in any work order under this Agreement. This section shall not apply to any work that is subcontracted by the Contractor to SAS Institute.

12. DESCRIPTION OF IT SERVICES (See next page)



**EXECUTIVE INFORMATION SYSTEMS, LLC'S INFORMATION  
TECHNOLOGY LABOR CATEGORY DESCRIPTIONS**

<b>Part#</b>	<b>GSA Title</b>	<b>Minimum Education (see section 18 below)</b>	<b>Minimum Experience (see section 18 below)</b>	<b>Description</b>	
EXP-GSA	Expert Consultant	Bachelor's degree	12 years	Expert knowledge of SAS products and the proven ability to create solutions in complex environments. Provides global counsel on the application of SAS products into a customer	
PSA-GSA	Principal Solutions Architect	Bachelor's degree	10 years	Provides senior leadership and consulting for SAS technical, architectural, analytical, government, and business solutions. May provide senior program and project management or	
PR-GSA	Principal Consultant	Bachelor's degree	10 years	Provides specialized subject matter expertise, guidance, and project direction in one or more of the following areas: compliance consultation and legislative and regulatory issues; review and improvement to planning and budget submission processes; Congressional consultation in support of	
MG-GSA	Managing Consultant	Bachelor's degree	8 years	Provides project management and high level technical direction. Supports the definition and implementation of planning processes and systems at the enterprise or group level	
SR-GSA	Senior Systems	Bachelor's degree	4 years	Provides direction, facilitation, planning analysis,	

				design for executive information and decision support technologies in support of enterprise or group	
TC-GSA	Technical Consultant	Bachelor's degree	2 years	Provides SAS related consulting and implementation service including requirements gathering, analysis, solution development, knowledge transfer and project closeout both off and on customer site; Understands, utilizes and communicates best practice methodologies and industry	

13. **SUBSTITUTIONS**

Executive Information Systems, LLC reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of experience or education requirement.

**ADDENDUM #1 – ADDITIONAL TERMS****1) PAYMENT TERMS AND INVOICING:**

The State of Wisconsin shall pay properly submitted vendor invoices for SAS software and software maintenance within thirty (30) days of receipt provided that the goods have been delivered and accepted (to the extent that acceptance criteria is specified in any purchase order or services agreement).

Payment and invoicing terms for SAS services shall be in accordance with sections 7 and 8 of the SAS services terms contained in this agreement (TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES)

Payment and invoicing terms for SAS Training Points shall be in accordance with section 7 of the SAS training terms contained in this agreement (TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE)

Invoices presented for payment shall be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to the prompt payment requirements.

**2) TAXES:**

Under this Agreement, the State represents and warrants that it is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases.

**3) ANTITRUST ASSIGNMENT:**

The Contractor and the State recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State as a purchaser. Therefore, the Contractor hereby assigns to the State any and all claims for such overcharges as to goods, materials, or services purchased in connection with its Agreement with the State of Wisconsin.

**4) NOTICES:**

Any notice required under this Agreement shall be provided to the other party in writing. No shrink-wrap, click-wrap or other terms and conditions or agreements ("additional terms") provided with any products or software hereunder shall be binding on the State, even if use of such products and software requires an affirmative "acceptance" of those "Additional Terms" before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by the State in their entirety.

**5) AUDITS:**

In the event that Contractor undertakes an audit of a State Agency in which the Contractor's software is

installed: (1) Contractor shall provide at least forty-five (45) business days prior written notice to the State Agency, (2) the scope of the audit shall be limited to a review of the State Agency's applicable written records pertaining to the Agreement and the licensed software, if Contractor can reasonably demonstrate to the Department of Administration (DOA) that said written records are inadequate, then with DOA's prior written authorization, Contractor may extend such audit to the agency's computer installations so long as such audit does not interfere or disrupt the State Agency's production/work environment during normal business hours, (3) the State Agency shall be obligated only to pay for unpaid licenses found to be in use and for no other costs, fees or penalties, (4) the State Agency shall have an equal right to audit Contractor's compliance with its license obligations hereunder, and (5) all information transmitted to Contractor pursuant to the above shall be held in confidential status by Contractor.

#### **6) UCITA:**

The Uniform Computer Information Transactions Act does not apply to this Agreement.

#### **7) INDUCED INHIBITING CODE**

The Contractor shall not include any Induced Inhibiting Code (or IIC) or any other inhibitor data or software licensed under this Agreement. IIC means any deliberately included application or system code that will degrade performance, result in inaccurate data, deny accessibility, or adversely effect, in any way, programs or data or use of the system. Contractor represents, warrants and covenants that the licensed software and all software upgrades shall not contain any computer code that would disable the licensed software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or numbers or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the licensed software to cause such disablement or impairment (sometimes referred to as a "trap door" device. EIS' setinit or Product Authorization Code (PAC) shall not be considered an induced inhibiting code.

#### **8) NEWEST RELEASED VERSIONS:**

Programs/licenses ordered shall be presumed Contractor's most recently released version at the time of delivery, unless an earlier version is specifically requested in writing by the State and Contractor is able to provide such version.

#### **9) APPLICABLE LAW:**

This Agreement shall be governed under the laws of the State of Wisconsin. Contractor shall at all times comply in all material respects with and observe all applicable federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement. The State of Wisconsin reserves the right to cancel any Agreement with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

#### **10) ASSIGNMENT:**

No right or duty in whole or in part of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

#### **11) NONDISCRIMINATION / AFFIRMATIVE ACTION:**

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following actions: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the Agreement is awarded, the Contractor shall submit the plan to the Wisconsin Department of Administration for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.

The Contractor shall post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's nondiscrimination law. Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the Agreement, or withholding of payment.

#### **12) CANCELLATION:**

The State of Wisconsin reserves the right to cancel this Agreement in whole or in part without penalty due to non-appropriation of funds or for failure of Contractor to comply with terms, conditions, and specifications of this Agreement. Any such cancellation shall not relieve the State of its obligations to pay all fees accrued up until the date of any such cancellation.

#### **13) CONTRACTOR TAX DELINQUENCY:**

Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

#### **14) DISCLOSURE:**

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Agreement, and if this Agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

## **15) PROMOTIONAL ADVERTISING / NEWS RELEASES:**

Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this Agreement shall not be made without prior written approval of the State's Contract Administrator. Release of broadcast emails pertaining to this Agreement shall not be made without prior written authorization of the Contract Administrator.

## **16) TERMINATION:**

(A) Termination by Authorized User. Authorized User may terminate any Program License or Technical Support agreement in the event that Contractor has materially breached the terms of this Agreement or applicable Purchase Order, which breach remains uncured thirty (30) days following written notice specifying the breach. Termination of a license, support services or training services by an Authorized User applies to that Authorized User only and applies prospectively to that specific product or service only and does not terminate the Agreement for other Authorized Users of this Agreement, or for other products or services, provided, however, that such termination by an Authorized User shall not relieve Authorized User's obligations for Programs accepted or services delivered and, if acceptance is required, accepted.

(B) Termination by Contractor. Contractor may terminate any Program License or Technical support agreement upon written notice if Authorized User materially breaches that agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach. Such termination shall not relieve Authorized User's obligation to pay all fees accrued or sums due and remaining unpaid for Programs or services delivered and, if acceptance is required, accepted.

(C) Effect of Termination. In the event this Agreement expires or is terminated or cancelled for any reason, an Authorized User shall pay all amounts due for Programs or services ordered, delivered and, if acceptance is required, accepted with-in thirty (30) days upon receipt of an acceptable invoice. Termination of this Agreement or any license shall not limit either party from pursuing other remedies available to it at law or in equity. Nothing herein shall be construed to waive the sovereign immunity of the State of Wisconsin.

(D) **Handling of Programs Upon Termination.** If a license granted under this Agreement expires or otherwise terminates, the State shall (a) cease using the applicable programs, and (b) certify to Contractor within one (1) month after expiration or termination that the State has destroyed or returned to Contractor the programs and all copies, subject to the State's compliance with applicable State of Wisconsin record retention laws and policies. This requirement applies to copies in all forms partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Before returning Programs to Contractor, the State shall acquire a Return Material Authorization (RMA) number from Contractor.

**Corporate merger/Acquisition/Takeover:** Any assignment or other transfer of the Agreement by Contractor arising from merger, acquisition, takeover or any change in corporate form shall be subject to: 1) the pricing, terms and conditions inuring to the benefit of the State under this Agreement continuing to be at least as favorable to the State for a period of not less than the Agreement period, and 2) the successor organization being a Qualified Information Systems Vendor under Wisconsin law, being in good standing with the State of Wisconsin and authorized to do business in the State of Wisconsin. Contractor shall promptly notify the State of any merger in accordance with this paragraph, and further it and any successor organization shall use commercially reasonable efforts to support and assist all State users with licenses acquired or ongoing services being performed under this Agreement with the transition from Contractor to the successor organization.

#### **17) VIRUS WARRANTY:**

Contractor shall use reasonable efforts to ensure that the Software and the media on which it is installed shall be free of software viruses when received by the Authorized User. Contractor shall ensure that a master copy of the appropriate versions of the Programs, free of Viruses, is available if required. If the State believes a Virus may be present in the delivered Programs, then upon the State's request, Contractor shall provide a master copy to the State for comparison with and correction of the State's copy of the Programs.

#### **18) RECORD RETENTION AND EXAMINATION OF RECORDS:**

The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records shall be kept in accordance with generally accepted accounting procedures. All procedures shall be in accordance with federal, state and local ordinances.

The State shall, at any time upon notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any directly pertinent records and computer data storage media of Contractor involving transactions relating to this Agreement. If the material is on computer data storage media, Contractor shall provide copies of the data storage media or such computer printout as may be requested by the State. Contractor, following final payment, shall retain such material for three (3) years. This provision shall also apply in the event of termination pursuant to Termination section of this Agreement. Any charges for copies provided by Contractor of books, documents, papers, records, computer data storage media, or computer printouts shall not exceed the actual cost to Contractor.

### **19) FOREIGN CORPORATION:**

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a Party to a State Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation shall apply for a certificate of authority and must contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590.

### **20) CONFLICT OF INTEREST:**

Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of State Contracts.

### **21) PRIME CONTRACTOR RESPONSIBILITY:**

The Contractor shall be the Prime Contractor under this Agreement, and shall be the sole point of contact with the State in regard to all contractual matters, including the performance of services, reporting, issuance of invoices, and the payment of any and all charges resulting from contractual obligations.

The Prime Contractor may enter into subcontracts with third parties, including subcontractors, consortium members, and service providers, for the performance of any part of Contractor's duties and obligations, provided, that in no event shall the existence of the subcontract operate to release or reduce the liability of Contractor to the State for any obligations under this Agreement or breach in the performance of Contractor's duties.

All subcontractors shall be agents of the Contractor for the purposes of this Agreement and the Contractor shall hold the State harmless hereunder for any loss or damage of any kind occasioned by the acts or omissions of the Prime Contractor's subcontractors, their agents or employees. Copies of Prime Contractor's subcontracts with third parties may be requested by the State.

### **22) INSURANCE RESPONSIBILITY:**

The Contractor performing services for the State of Wisconsin shall:

- Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.



- The state reserves the right to request higher or lower limits where warranted.
- The above required insurance coverages maintained by the Contractor are not intended to respond to injuries or damages negligently or intentionally caused by the State of Wisconsin or another Third Party.

**23) EMPLOYMENT:**

The Contractor shall not engage the services of any person or persons employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to the Agreement.

**24) INDEPENDENT CONTRACTOR:**

Contractor shall act as an independent Contractor in performing all services under this Agreement and, except as otherwise outlined in this Agreement, agrees to maintain complete control over its employees and subcontractors, if any.

**25) TRAVEL EXPENSES**

When travel and expenses for Contractor services are required as part of an Authorized User's order, the travel and expenses shall be estimated as part of the written cost of the project and shall be based on State of Wisconsin Travel Expense.

Travel expense shall follow State travel reimbursement guidelines. The rates and guidelines are posted annually on the Office of State Employment Relations. Current web site is <http://oser.state.wi.us/docview.asp?docid=6800>.

Contractor may also request Authorized User to provide a letter for the hotel exempting the Contractor from paying state tax.

All travel expenses claimed shall be itemized on the Contractor's invoice.

EXHIBIT A FOLLOWS THIS PAGE

## Exhibit A

### SAS Enterprise User License Agreement

This Software License and Support Agreement (“Agreement”) is made by EIS (“Licensor”) and between the State of Wisconsin (“Licensee”, “Authorized User” or “State”) to purchase a license to Software Product(s) and Maintenance Support Services.

The following terms apply to the Software (as defined below) licensed pursuant to this Agreement. Any initially capitalized terms not defined herein shall be as defined in the Agreement.

#### **1. Warranties.**

- a.** All SAS Software will substantially conform to its then-current user documentation. If the Software does not substantially conform, EIS will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive remedy for breach of this warranty.
- b.** By way of clarification, since the Software is general purpose software, the purpose of Software is as described in its applicable documentation. If the Software does not substantially conform, EIS will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive warranty law remedy for breach of this warranty.

#### **2. Disclaimer.**

For SAS software, EIS and its licensors are not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort), or (2) any claim against the State by a third party. EIS and its licensors are not required to provide the product authorization code if the State is in breach of this Agreement or if all amounts due to EIS are not paid and are not liable for damages caused by the resulting Software interruption. the State is responsible for implementing procedures to verify accuracy of data input and output. EIS’ and its licensors’ total liability for any claim relating to matters covered by this Agreement or use of the Software is limited to the license or maintenance fees received from the State for the Software product(s) at issue during the then-current annual period of the license. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from negligence; (2) for fraud; or for any other matter for which liability cannot be excluded by law.

#### **3. Ownership.**

Title to and ownership of the Software and documentation shall remain with the Contractor or its licensors at all times notwithstanding any other term hereof or any term in any purchase order or other ordering documents, including, without limitation, any

attachment included in any purchase order or other ordering documents.

#### **4. Authorized User.**

- a.** Software licenses are by site and by Authorized User. Authorized User subject to the license restrictions set forth herein and in any order, the software may be used by any subdivision of the Authorized User (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one Authorized User's site. This would allow other agencies access to one Authorized User's database. For Authorized User public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present the State's data within such public domain databases. The Authorized User will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the Authorized User's permitted use of the computer programs and documentation.
- b.** Except as is provided in paragraph 4.a above, the Authorized User shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the Authorized User who have the Authorized User's permission to use the licensed software and documentation at the Authorized User's facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Authorized User to use software, documentation, or information therein, which the Authorized User may already have or obtains without restrictions.
- c.** The Authorized User shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Authorized User has the right to transfer the software to another site if the Authorized User site for which it is acquired is deemed to be unsafe for Authorized User personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to combine it with other software.
- d.** "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
- e.** For SAS software, the license is for use only by those employees of the

Authorized User licensing the software and any short-term on-site contractors while doing work for such agency.

## **5. Self-Examination.**

Authorized User agrees to conduct a self-examination promptly following EIS' reasonable request, not to exceed once annually, by using its own process and EIS' agreed examination method, application and tools to verify its compliance with the terms and conditions of the license grant (i.e. all the information that may affect the pricing metric and license scope, including but not limited to any third party usage, hardware and operating system information, usage territory, pricing metric related information, installation location and installed copies, number of users accessing PC software, etc. ). Authorized User shall also explain to EIS its examination process. Such examination results shall be signed by an authorized official of Authorized User. If the examination reveals that Authorized User owes additional license fees, Authorized User shall pay the amounts owed.

## **6. License Terms.**

The terms and conditions of this Section, along with the applicable purchase order govern the license hereunder of software products ("Software") of SAS Institute Inc. (the "Institute" or "SAS").

Each purchase order to this Agreement ("PO") identifies the specific State entity ("Authorized User") authorized to use the Software listed on that purchase order. Each PO is a separate agreement, which incorporates the terms of this Agreement.

### **a. License Grant**

- i. The Software products and versions available under this Agreement are set forth in the Price List. Upon receipt of an acceptable order, EIS will provide to the State entity placing the order the production release for the Software identified on the purchase order for the applicable operating system and hardware. For desktop and server based Software, the version of the Software will be specified.
- (1) The desktop and server based Software provided under this Agreement and categorized as a perpetual license will be authorized to operate for fifty (50) years; desktop and server based Software categorized as a term license will be preauthorized to operate for one year. The utility contained in the Software that will authorize it to operate for fifty years is confidential and a trade secret of EIS or its licensors, which is not discernible or disclosed during authorized use, to which access is not authorized by anyone who receives or uses the Software under this Agreement.

- ii. iii. The desktop and server based Software provided under this Agreement and categorized as term software shall be licensed to the Authorized User on a term basis consisting of 12 months from the date of delivery. After expiration of the initial 12-month period, the Authorized User may purchase a new license at the then current contract awarded price or the parties' mutually agreed upon negotiated price which shall cover the new annual term.
- iii. The Software is licensed (1) on a per server basis for use with the supported operating system designated on the order; (2) for an unlimited number of users or on a user increment basis for a specified number of users, or (3) on a per mainframe basis for use with the supported operating system designated on the order. The order will specify if the Software is licensed on a per-server, user increment basis or per mainframe. If the Software is licensed on a per-server or per mainframe basis, each copy of Software must only be installed on individual CPUs (i.e. the authorized hardware). If the Software is licensed on a user-increment basis, the total number of individuals who access the Software during the license period must be counted and included in the user increment licensed.

**b. Pricing Metrics**

- i. Certain Software is licensed by “processor cores,” “total cores,” “processor core based,” “total processor cores,” or “processor core count” (or similar language referring to a number of processor cores) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the total number of processor cores contained within a single item of authorized hardware. Authorized User shall not exceed the licensed number of processor cores.
- ii. Certain Software is licensed by “distributed capacity,” “total distributed capacity,” “distributed processor cores,” “distributed processor core based,” “total distributed processor cores,” “total distributed capacity processor cores,” or “distributed processor core count” (or similar language referring to a number of distributed processor cores) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the full processing capacity of the computer hardware architecture where distributed Software computation and processing occurs (“Distributed Environment”). Full processing capacity is defined as the total number of physical processor cores, including each physical processor core on each chip, and/or virtual processor cores contained within the Distributed Environment. For the purposes of this agreement, “authorized hardware” is defined as the Distributed Environment. Authorized User shall not exceed the licensed number of processor cores.

- iii. The following terms apply to any license for Software that is identified in any applicable order hereunder as for “virtual client use” or use in a virtualized personal computer environment or virtualized client environment (or such similar identification).

The Software license fee is based on the total number of users (not concurrent) authorized to access the Software via one or more Virtual Machines on the designated operating system. For purposes of this provision, a “Virtual Machine” is defined as a virtual environment, running a Windows workstation operating system, that is created within and managed by a centrally located host computer using commercially available virtualization software providing an interface to access the resources of the host computer. Unless otherwise authorized in writing by EIS, each Virtual Machine is limited to a maximum of four (4) virtual processor cores.

- iv. The following terms apply to any license for Software that is identified in any applicable order hereunder as for use in a virtualized server environment (or such similar identification).

1. The Software is licensed for use on the number of virtual processor cores listed in the applicable order. If the number of virtual processor cores is not identified, then the Software is licensed for four (4) virtual processor cores. Such Software shall be allocated to one (1) virtual machine in which the Software is installed. For purposes of this provision, a virtual machine is defined as an environment, identified by a unique name (to be specified by the Authorized User in writing to EIS), and created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified number of virtual processor cores (“Virtual Machine”). A separate Software license is required for each Virtual Machine. For the purposes of this provision, authorized hardware is defined as the named Virtual Machine identified by Authorized User in writing to EIS. Authorized User may change the name of the licensed Virtual Machine upon prior written notice to EIS.

2. The Virtual Machine may run only on a single physical host machine at any given time but may be moved from one physical host machine to another so long as the named Virtual Machine and maximum number of virtual processor cores allocated to it remain unchanged. Authorized User will not combine virtual processor cores across multiple Virtual Machines. Unless otherwise authorized in the applicable order, the physical host machine must be located on Authorized User’s premises.

3. In order to be eligible for the Virtual Machine based license, Authorized User must install version 9.2 or higher of the Software.
- v. With regard to Software licensed for desktop use (or use on personal computers or such similar designation), Authorized User may make one (1) additional copy of the Software for home use by each Authorized User employee who also uses the Software at work (“Home Use”) and such Home Use copies shall not count toward the total users or workstations licensed, provided: (i) each Home Use copy is installed on a personal computer or laptop located in the United States and owned by such Authorized User employee; (ii) Home Use is limited to use for Authorized User’s purposes by an employee who also uses the Software at work; (iii) the operating system of the hardware on which each Home Use copy is installed mirrors the operating system of Authorized User’s hardware on which the Software is installed; and (iv) the total number of Home Use copies does not exceed the total number of users or workstations, as applicable, licensed by Authorized User. If Authorized User wishes to increase the number of licensed users or workstations, Authorized User must contact EIS and pay to EIS the applicable fees for such additional licenses as set forth in the Price List. The identical copyright notice and any other proprietary rights notice found on the original Software media must be maintained on all Home Use copies. Authorized User will maintain records of the names of all employees using the Software for Home Use and will provide EIS with a copy of such records upon request, subject to State security requirements. Authorized User will inform all persons authorized to use the Software pursuant to this provision of the relevant terms of the license for such Software and will be responsible for their adherence to such terms. The foregoing provisions do not apply to Software licensed for use in a virtualized environment.
  - vi. Certain Software is licensed for use on a “grid,” by “grid processor cores” or “grid processor core count” (or similar language referring to a number of processor cores available in a “Grid” computing environment) as identified in the applicable quotation and/or order (See applicable Part Number on Price List). In such event, the Software license fee is based on the sum of all processor cores of all authorized hardware in the Grid on which the Software is installed. A “Grid” is a network of authorized hardware that uses the combined processing power of the authorized hardware to process and run applications initiated in the network. Software may be installed on authorized hardware in the Grid as specified in the applicable quotation and/or order. A license for SAS® Grid Manager Software is a prerequisite to licensing any other Software in a Grid. SAS® Grid Manager Software is the only software that may be used for Grid management and job scheduling purposes in conjunction with SAS software applications residing on authorized hardware included in the licensed Grid. Upon installation,



Authorized User will provide EIS a statement identifying the configuration of the Grid, to include the total number of nodes in the Grid and the total number of grid processor cores per Software product per Grid node, as well as such other reasonably requested Grid configuration information. Authorized User will update the same from time to time and upon reasonable request.

- vii. In addition to any other pricing metrics that may apply to the Software, the language set forth in this subsection (vii) shall apply to any Software that, as identified in the applicable quotation and/or order, is to be deployed in a Public Cloud.

Authorized User represents that it has established and currently maintains a private online account, (“Cloud Account”) with a third party provider (“Provider”) of public Internet-based computing resources (“Public Cloud”). Upon issuance of an order and as such information is updated from time to time, Authorized User will provide Authorized User’s Cloud Account number and any other information reasonably required by EIS to enable Authorized User’s use of the Software within Authorized User’s Cloud Account.

Notwithstanding anything to the contrary contained herein, Authorized User may install and store an image of the Software in a single Authorized User-controlled Cloud Account. Authorized User shall use the Public Cloud facilities to structure its Cloud Account such that (i) installation and storage of the Software image is restricted at all times to Authorized User’s Cloud Account and (ii) access to the Software image is restricted at all times to authorized Users. Authorized User shall not apply an active product authorization code to a Software image. Authorized User shall install within its Cloud Account only Software designated by SAS as version 9.3 maintenance release 2, or later.

Authorized User may use the Software image to create a running instance and shall apply product authorization codes provided by EIS only to a running instance. If the licensed Software is designed for deployment across multiple hardware tiers, an instance shall be defined as a single virtual machine within the deployment and such deployment may include multiple instances corresponding to the multiple hardware tiers. If the Software is designed for deployment on a single hardware tier, an instance is defined as a single virtual machine and such deployment shall include only a single instance. Notwithstanding anything to the contrary contained in the GSA Contract, “Authorized Hardware” shall mean the virtual machine(s) associated with a single deployment.

Unless otherwise authorized herein, Authorized User shall not create instances for more than a single deployment of the Software at any given time. A separate license is required for each concurrent Software deployment in use by Authorized User.

If the Software license fee is based on the capacity of the Authorized Hardware or if the Software license otherwise restricts the maximum capacity of the Authorized Hardware, capacity shall not exceed the licensed number of virtual Processor Cores set forth in the quotation unless Authorized User notifies EIS and pays additional license fees.

Authorized User may use Public Cloud features to clone and/or save Authorized User's instance(s) of the Software only to the extent required to enable Authorized User to use the Software as authorized hereunder. Authorized User shall not use Public Cloud features to make the Software available to other Public Cloud accounts or for local deployment of the Software outside of Authorized User's Cloud Account.

EIS is not responsible for any fees charged to Authorized User by the Public Cloud Provider; for maintenance and support of any Public Cloud software or resources; for management, back-up and/or restoration of Authorized User content or data; or for any loss of content or productivity resulting from issues associated with the Public Cloud. Authorized User shall be responsible for any damages, costs or expenses accruing to EIS arising out of or related to any access to or use of the Software and/or Product Authorization Code by any party including, but not limited to, Provider, in any manner that is inconsistent with the terms and conditions herein or EIS' (and its licensor's) intellectual property rights.

Technical support is limited to assistance with issues related to Software functionality. EIS makes no representations or warranties with respect to Software performance in a Public Cloud. Information regarding technical support policies, including support for Software installed in a Public Cloud, can be found at [support.sas.com](http://support.sas.com).

- viii. The following terms apply to any license for Software that is identified in any applicable order hereunder as for "CAS Capacity" (or such similar identification): The Software license fee is based on Authorized User's CAS Capacity which is defined as the aggregated capacity of all SAS cloud analytics services ("CAS") runtime instances (collectively, "CAS Runtime") where aggregated capacity is calculated as the total number of physical and/or virtual cores used for computation and processing. Authorized User may install the Software on any quantity of physical and/or virtual authorized hardware, including virtual authorized hardware within a Authorized User-controlled

public cloud account (“Public Cloud Account”), provided that neither the aggregated capacity of the CAS Runtime nor the aggregated capacity of the SAS programming runtime engine (“Non-CAS Runtime”) exceeds the licensed CAS Capacity. If CAS Runtime or Non-CAS Runtime exceeds CAS Capacity at any time, additional fees will apply. With respect to Software installed within a public cloud, Authorized User will ensure that the Software is restricted at all times to Authorized User’s Public Cloud Account and will be responsible for any use of the Software or Product Authorization Code by any party in any manner that is inconsistent with the terms and conditions herein or SAS’ intellectual property rights.

- ix. The following terms apply to any license for Software that is identified in any applicable order hereunder as for “Licensed Configuration” (or such similar identification). Software functionality is dependent on the functionality of other SAS software which Authorized User has previously licensed under the MLA or which Authorized User is licensing under this Supplement (“Prerequisite Software”). Authorized User may install the Software on, and/or access the Software from, any Authorized Hardware included as part of a single licensed configuration of the Prerequisite Software (“Licensed Configuration”). Authorized User may use the Software only in conjunction with a single Licensed Configuration of the Prerequisite Software. A separate Software license is required for each Licensed Configuration with which Authorized User uses the Software.

**c. Indemnification.**

If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against the State relating to the Software, EIS (or its designee) agrees to indemnify the State by paying any settlement approved by EIS (or its designee), or any judgment, costs, or attorneys' fees finally awarded against the State for such claim. The parties agree to cooperate with each other in the investigation, defense and/or settlement thereof. This indemnification obligation shall not apply unless EIS has been informed as soon as practicable by the State of the claim and EIS (or its designee) has been given such opportunity as is afforded by applicable law to participate in its defense, at its own expense. This indemnification obligation does not apply to the extent the claim is based on a combination of Institute Software with other software or an Authorized User’s modification to the Software if such claim would not have been made but for the combination or modification.

If such a claim is made or, in EIS’ (or its designee’s) opinion, is likely to be made, EIS (or its designee), at its option, may modify the Software, obtain rights for the State to continue using the Software, or terminate the license for the Software product at issue and refund the current license fee paid by Authorized User. The State agrees to abide by EIS’ (or its designee’s) decision and, if appropriate, install a different version of the Software or stop using the Software.

**d. Authorized User Responsibilities**

- i. So the Authorized User can properly update and distribute information needed to keep the Software functioning properly and account for authorized hardware, the Authorized User will define in each order the hardware on which the Software is installed and the business addresses and points of contact of those locations.
- ii. If the Authorized User believes the Software is being used in violation of this Agreement, Authorized User will promptly notify EIS in writing and will cooperate in EIS' investigation and resolution of the situation.
- iii. The Authorized User will not permit anyone having access to the Software to:
  1. Reverse assemble or decompile the Software; or
  2. Mask, modify, or suppress any copyright notices or other proprietary rights notices, or fail to properly label any authorized copy; or
  3. Time-share, rent, outsource, or otherwise use the Software except as specifically permitted in this Agreement.

**e. Authorized Use**

Subject exclusively to the terms of this Agreement, authorized use is restricted to Authorized User's employees and Authorized User's authorized short-term on-site contractors who receive the Software under this Agreement.

**f. Software Maintenance and Fees**

Fees for particular versions or releases of the Software may differ depending upon previous versions or releases licensed by Authorized User. Fees for hardware changes or upgrades in users which result in additional license fees will be consistent with the approved Price List and billed under the awarded license fee schedule and will be effective and invoiced as of the date of change or upgrade. With regard to hardware changes, applicable fees are generally based on the total processing power of the hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second ("MIPS"). Authorized User must notify Contractor prior to making any hardware change. License and maintenance fees that have been applied and used in the performance of the

contract are nonrefundable. Authorized User is not entitled to a pro- rata refund of any fees paid.

Maintenance is available for desktop and server based Software licensed under this Agreement. Maintenance beyond the first twelve months of the license will be made available for each designated server or user increment upon payment of the applicable yearly Maintenance fees contained in the Price List. Institute Maintenance in the form of updates, new releases, and fixes is cumulative. If at any time during the term of this Agreement Authorized User elects not to order Maintenance from EIS for a server or user increment such that there is an interruption in Maintenance for that server or user increment for the licensed Software, reinstatement of such Maintenance will require payment of a maintenance fee equal to the amount of all preceding skipped periods of Maintenance for that server or user increment of the licensed Software. If at any time during the term of this Agreement Authorized User elects not to order Maintenance from EIS for a server or user increment, then Authorized User's license rights shall continue with regard to such Software for the remainder of the license period applicable to such Software, subject to the license terms applicable to such Software on the last day for which Maintenance was purchased. Without limiting the foregoing sentence, without the payment of applicable fees consistent with the Price List, Authorized User may not change authorized hardware, add additional users, change operating systems, acquire additional Product Authorization Codes or license additional software products for use with such Software. Maintenance shall be provided in accordance with the support link at support link at [support.sas.com](http://support.sas.com), which may be updated from time to time.

**g. Ordering**

To license the Software or order Maintenance, Authorized User will provide orders which contain complete product, pricing, hardware, operating system, software product, version, if applicable, and media information, and identification and location of the Authorized User's premises where the Software is shipped. The Agreement will be incorporated into Authorized User's order. EIS has the right to request and receive written clarification of any order, which does not contain complete information. If the entity issuing a purchase order hereunder is a non- government entity authorized to order under this contract, such Authorized User agrees that, unless specifically agreed to in writing by EIS, without any requirement to expressly reject such terms, purchase order terms and conditions received by EIS from such entity issuing a purchase order hereunder that conflict with or are in addition to the terms hereof are expressly deleted and rejected, unless the terms and conditions to be modified are not material in nature and are evidenced by the parties' signed written agreement. Acceptance by EIS of any order does not constitute an amendment

to this Agreement.

**h. Institute Distribution of the Software and Documentation**

Upon receipt of an acceptable order from Authorized User, EIS will ship F.O.B. destination (using its best efforts to ship within ten business days) to the designated contact on the order the media for the Software being licensed. One copy of the applicable Software documentation for each Software product ordered will also be provided. For desktop and server based Software categorized as a perpetual license, the Software media shipped will be preauthorized to operate for fifty (50) years; for desktop and server based Software categorized as a term license, the Software media shipped will be preauthorized to operate for one (1) year. If licensed for a server, the Software media shipped will be preauthorized to operate on the designated server for the designated license period. If licensed for a mainframe, the Software media shipped will be preauthorized to operate on the designated mainframe or distributed server for the designated license period.

**i. Hardware and Operating System Support**

During the term of this Agreement, the Software will operate on hardware and operating systems listed in the Price List (which may be modified) which are compatible with and supported by the licensed Version of the Software.

**j. Upgrades**

Authorized User must notify EIS within thirty (30) days of all upgrades in designated users between user increment licenses or upgrades between mainframes or servers as classified by SAS and identified in the Price List. Upgrade fees within the same operating system are calculated by the difference in the corresponding fees (and the difference in the corresponding Maintenance fees, when applicable) for the licensed Software. No upgrades are available for a move to a different operating system.

**k. Source Code**

Source code from which the Software object code is derived ("Source Code") is not being provided and is an Institute trade secret to which access is not authorized. Except to the extent allowed by law, neither Authorized User nor any other user may reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.

**l. Licenses for Additional SAS Software**

Authorized User may license additional Software, other than those contained in the Price List, which the parties mutually desire to make available under this Agreement, in accordance with fees to be mutually agreed upon by the parties. This provision applies to open market transactions per applicable open market regulations.

**m. Termination**

Upon termination of this Agreement, Authorized User agrees to delete or destroy all Software in its possession that is not currently paid for and certify the same to EIS. Upon termination of any license, Authorized User agrees to reclaim, delete, and destroy the Software product at issue and certify the same to EIS.

**n. Late Shipment**

EIS will use its best efforts to ship the Software within ten (10) days of receipt of an acceptable order. However, EIS does not guarantee specific delivery dates. If EIS fails to deliver the Software in the time frame required by the Authorized User, the Authorized User may cancel its order and be reimbursed of any advanced payment(s) the Authorized User made. EIS will not be responsible for any losses incurred by the Authorized User in purchasing software elsewhere.

**o. Continuing Obligation**

Obligations in this Agreement, which by their nature are continuing, survive termination or expiration. Upon termination or expiration of the license, or when a user is no longer authorized to access the Software, Authorized User agrees to reclaim, delete and destroy the Software product at issue.

**p. Bundled Components**

Software Solutions and Suites consist of bundled components. Authorized User may use such bundled components only through the application under which they are bundled, and may not use or deploy any individual component as a replacement for other SAS Software. Individual components may be provided to Authorized User on the same or different media as other components of the Software Solution or Suite. EIS may add, modify or delete individual components in new releases. All additional and modified component software shall be governed by these terms and the terms of this Agreement.

**q. Usage Requirements**

Specific usage or system requirements related to particular Software Solutions and Suites, if applicable, may be included in the price lists for such products. Software Solutions and Suites may only be used by Authorized User if Authorized User has a license to use the applicable SAS Software on appropriate hardware which is to be specified in Authorized Users' orders for the licenses of such Software Solutions and Suites.

**r. Third Parties**

Subject to any specific requirements or restrictions applicable to a Software Solution or Suite, Authorized User's employees ("Employees") and any authorized third party end users ("Third Party End Users") may use Software Solutions and Suites to access static, web-based applications written in SAS software ("Applications") that reside on the same hardware for which the Software Solutions and Suites are licensed by Authorized User. Except with EIS' prior written consent, Authorized User shall not use or allow any Employees or Third Party End Users to use the Software Solutions or Suites, whether directly or through any Application, to process or permit to be processed any third party data or to access any SAS Software that resides on any other hardware unless the Software is also licensed for use on that other hardware. The Applications must be written such that Third Party End Users may not edit SAS programs or have access to any other capability for free form programming in SAS Software. Authorized User may not use any Software Solutions or Suites to download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. Authorized User is responsible for Third Party End User access to SAS software. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this license.

**s. Warehouse Administration**

The warehouse administration function of certain Software Solutions and Suites is licensed on a per named administrator basis. Upon licensing this Software, Authorized User must provide EIS with the name(s) of the warehouse administrator(s). As those administrators change, Authorized User may call or write EIS to update EIS. The warehouse administrator must be a Authorized User employee or other authorized user under the license.

**t. AppDev Studio**

Unless otherwise authorized by EIS, the AppDev Studio™ functionality of any Software Suite may only be used for development and testing purposes, and may not be used for production use (although the applications and/or applets created with AppDev Studio may be used in a production environment).



**u. Performance Data Warehouse**

Authorized User may use Software Suites containing a "performance data warehouse" solely for the purpose of web log data reporting and analysis through a "performance data warehouse." A "performance data warehouse" is the data warehouse or structure created by certain Software Suites to house detailed and summarized performance data and other information necessary to manage the web log data Authorized User provides to such Software Suite. Authorized User may not modify such Software Suites to use elements of such Software Suites' functionality to analyze or report on data outside the performance data warehouse.

**v. Third Party Software**

Authorized User acknowledges that certain Software Solutions and Suites include components which contain software licensed to EIS' licensors by Sun Microsystems, Inc. ("Sun Microsystems"), Microsoft Corporation ("Microsoft"), and certain other vendors (collectively, "Third Party Software"). The following additional terms shall apply to the Third Party Software and shall take precedence over any conflicting terms in the license:

- i. Authorized User may not distribute the Third Party Software to any third party in any modified form. The Third Party Software may not be leased, assigned, or sublicensed, in whole or in part. The Third Party Software is not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Authorized User agrees not to use or redistribute the Third Party Software for such purposes. This license does not authorize Authorized User to use any of SAS' names, trademarks or logos  
or any of its licensors' names, trademarks and logos, including but not limited to Sun Microsystems' and Microsoft's trade names, trademarks or logos.
- ii. Use, duplication, or disclosure of the Third Party Software and related documentation by the State is subject to restrictions as set forth in this license.
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w. LIMITATION OF LIABILITY.

EIS' LICENSOR(S) ARE NOT LIABLE FOR (a) DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY SORT, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, EVEN IF EIS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) FOR ANY CLAIM BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO AUTHORIZED USER.

x. DataDirect Technologies

With regard to SAS/ACCESS Software that contains subcomponents licensed to EIS' licensors by DataDirect Technologies or Progress Software Corporation, the following terms are included herein: State Authorized Users acquire this product only with those rights set forth in the license agreement accompanying this product.

y. Free and Open Source Software

Solely as a convenience to Authorized User, the Software may be shipped along with certain free and open source software ("FOSS") identified in the Software documentation and/or the applicable quotation. Contractor does not license the FOSS to Authorized User. FOSS is merely provided as a convenience. If Authorized User determines to use the FOSS, Authorized User's right to use such FOSS shall be governed by the applicable FOSS license agreement instead of the terms hereof.

z. Conversion

If, as permitted by EIS, a Authorized User desires to convert an existing Software license (the "Prior Software") to different Software (the "Converted Software"), EIS' quotation to the Authorized User will describe the conversion. In such event, Authorized User's license for the Converted Software identified on the applicable quotation will switch to the Converted Software upon EIS' receipt of Authorized User's purchase order to the applicable quotation and the terms and conditions herein applicable to the Converted Software shall apply. Additionally, upon EIS' receipt of Authorized User's purchase order to the applicable quotation, Authorized User's license to the Prior Software will automatically terminate without further action by either party and Authorized User shall cease use of the Prior Software, delete such software from any authorized hardware on which it is installed, and destroy such software. Upon request, Authorized User will certify that it has completed such deletion and destruction.

## **7. Software Specific Pricing Metrics.**

The following terms govern Authorized User's use of each of the SAS Software offerings noted in the following provisions which consist of combinations of SAS software components or which include sub-components supplied by third parties and SAS (collectively, "Software Solutions and Suites," or singly, "Software Solution or Suite"). The Institute shall be referred to as "SAS" herein.

### **a. Licensing Provisions Specific to Enterprise Miner™ Software**

- i. Authorized User is not authorized to use Enterprise Miner with third party data for the benefit of a third party unless the licensing documents are amended and additional fees paid. A third party is any State department, agency, contractor or any other third party that is not a part of the licensed Authorized User.
- ii. If a client component is included with the Software, the client component is licensed on a PC Use basis. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

### **b. Licensing Provisions Specific to SAS/TOOLKIT® Software.**

Authorized User may use SAS/TOOLKIT software to develop executable images, which may be distributed to third parties. No portion of SAS/TOOLKIT software shall be distributed by Authorized User to any third party except as linked into the executable image.

### **c. Licensing Provisions Specific to SAS/IntrNet™ Software**

- i. These terms also modify the license terms, which apply to the SAS software licensed on the same hardware for which the SAS/IntrNet software is licensed ("Application Server").
- ii. Authorized User may allow Authorized User's employees ("Employees") and third parties ("End Users") to use SAS/IntrNet software to access and use applications written in SAS software ("Applications") which are resident on Authorized User's Application Server(s). Subject to the restrictions set forth below, such access may be from anywhere in the world. Authorized User must configure its Applications such that End Users do not have access to program editing or to any other capability for

free form programming in SAS software.

- iii. Unless Authorized User receives prior written consent from EIS, Authorized User may not allow Applications accessed through SAS/IntrNet software to access SAS software resident on other hardware unless that other hardware is also licensed for SAS/IntrNet software.
- iv. Authorized User is responsible for End User access to SAS software.
- v. Authorized User may not use SAS/IntrNet software in any outsourcing, facilities management or service bureau arrangement or any data or information technology management operation by or for third parties. The terms of this Section do not expand authorization to access SAS software except to the limited extent set forth in Section 2 above.
- vi. Authorized User may not download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this agreement.
- vii. If Authorized User chooses to use the “SAS Powered” Logo (“Logo”), the terms in this Section (vii) apply. Should Authorized User choose not to use the Logo, the terms in this Section do not apply.
  - 1. The Logo may be used only in connection with applications written in SAS Programming Language.
  - 2. The Logo may be used only on web pages, splash screens, packaging and marketing collateral (“Marketing Material”) that refer to applications written in SAS Programming Language. If Authorized User’s Marketing Material includes other applications or products, the Logo must be clearly associated only with the authorized applications.
  - 3. The Logo may be used only in the official form provided by the Institute, and Authorized User must follow the Logo Guidelines, which are included with the SAS/IntrNet software media. Authorized User may not modify the Logo in any manner, including size, shape, proportions, color, etc.
  - 4. Authorized User’s Marketing Material which contains the Logo must include the following legend: “SAS, the SAS Powered logo and all other SAS Institute Inc. product or service names are

registered trademarks or trademarks of SAS Institute Inc., in the USA and other countries. ® indicates USA registration.”

5. EIS AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND RESPECTING THE SAS TRADEMARK OR THE LOGO, INCLUDING THE VALIDITY OF THEIR RIGHTS IN THOSE MARKS IN ANY COUNTRY, AND DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, INCLUDING WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY TRADEMARKS. AUTHORIZED USER USES THE LOGO AT AUTHORIZED USER’S OWN RISK.
6. Authorized User agrees to assist EIS and its licensors in executing and recording any documents relating to this permission necessary to protect the SAS trademark or Logo in any country.
7. These terms and conditions apply only to the Logo. Authorized User is not granted permission to use any other SAS trademark or logo. Authorized User is not authorized to use any Institute trademark in the name of its company, products, or services.
8. EIS may terminate Authorized User’s permission to use the Logo at any time, at EIS’ sole discretion, if EIS deems it necessary for protection of the SAS trademark or Logo.

**d. Licensing Provisions Specific to IT Charge Manager™ Software**

- i. IT Charge Manager may be used, and its license fee is based, on one installation on the authorized hardware on which it is licensed and use within the United States during the license period. Authorized User may not use IT Charge Manager with third party data for the benefit of a third party unless the licensing documents are amended and additional license fees paid. A third party is any separate State department, agency, contractor, or any other third party that is not a part of the licensed Authorized User.
- ii. IT Charge Manager operates in conjunction with IT Resource Management software. IT Resource Management software consists of a client and a server component. Authorized User is authorized to use IT Charge Manager on all computer hardware on which Authorized User has licensed the client component of IT Resource Management software under this Agreement.

- iii. IT Charge Manager will only operate after Authorized User has installed product authorization codes for the IT Resource Management software with which IT Charge Manager operates.
- iv. If Authorized User's license for IT Charge Manager is terminated or expires, Authorized User shall (i) cease using, (ii) delete, and (iii) destroy or return to EIS all copies of IT Charge Manager in its possession.

**e. Licensing Provisions Specific to JMP® Statistical Discovery Software.**

- i. All JMP Software, including SAS Simulation Studio for JMP, is licensed on a Total User(s) basis. "Total Users" is defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. The license includes one operating system of choice. The addition of a second operating system may be requested for additional fees. The license fee is calculated by the total number of users across all licensed operating systems. Without the payment of additional license fees that may apply, Authorized User may not exceed the licensed Total Users.
- ii. With regard to JMP Clinical and JMP Genomics, fees for Total Users are charged by the number of users on each operating system site. For example, 5 users on a 32-bit site and 5 users on a 64-bit site are charged separately.
- iii. The fee includes one (1) set of media, installation materials and one (1) set of documentation generally provided with the applicable Software.
- iv. SAS Simulation Studio for JMP requires an existing JMP license.

**f. Licensing Provisions Specific to SAS/C® Compiler Software**

If licensed on a mainframe, the SAS/C software is provided with a sixty-day free trial period. Otherwise, there is no trial period. The SAS/C software contains various programs and libraries, which may be redistributed subject to the restrictions, set forth below. These programs and libraries are part of either Limited Distribution Libraries or the SAS/C Redistribution Package. Listings of the programs and libraries included under each of these headings are included within the SAS/C software and/or in the SAS/C software documentation provided by EIS. Consult the SAS/C software documentation for information on how to access these listings.

The Limited Distribution Libraries and the SAS/C Redistribution Package are

copyrighted property of the Institute and shall be used by Authorized User only as follows:

i. Limited Distribution Libraries

Authorized User and successive third parties may copy and distribute the files included in the Limited Distribution Libraries and create derivative works based on these files. These files may be distributed worldwide.

ii. SAS/C Redistribution Package

The SAS/C Redistribution Package files do not include a trial period. Authorized User's distribution of the SAS/C Redistribution Package files is subject to an annual license fee in addition to the license fee paid by Authorized User for the SAS/C software. SAS/C Redistribution Package files may only be distributed as a component of Authorized User's product created using the SAS/C software. In no event shall such files be distributed by Authorized User separate and apart from Authorized User's product nor shall Authorized User authorize third parties to redistribute such files in any manner. These files may be distributed worldwide.

Authorized User shall not use the Institute's name, logo, or trademarks to market products Authorized User develops using the SAS/C software. EIS has no support obligations to third parties.

Authorized User is responsible for compliance with any applicable import and export regulations and for compliance with all applicable laws and regulations in the country of distribution and/or use.

**g. Licensing Provisions Specific to Enterprise Reporter™ Software**

- i. The Enterprise Reporter software is licensed on a "PC Use" basis. All individuals who have access to the Enterprise Reporter software during a license period must be counted in the number of total users. "PC Use" is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
- ii. Enterprise Reporter will operate on both a server and personal computer and Authorized User will receive a product authorization code for each platform. As long as Authorized User does not exceed the number of

users or personal computer installs licensed, Authorized User may install Enterprise Reporter on either or both platforms. It is Authorized User's responsibility to ensure the correct product authorization code is applied

- h. SAS® Financial Management Software is subject to the following additional terms and conditions:
  - i. SAS® Financial Management Software is licensed for use by the Authorized User on a single Authorized User server except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Financial Management Software and the Metadata Server component of that Software will be installed. In addition, the Authorized User's license of SAS® Financial Management Software is limited to and the license and maintenance fees payable by Authorized User for the Software are based on the quantities of each type of user for which the license and subsequent maintenance have been purchased by the Authorized User. The types of users for which a license and maintenance of the SAS® Financial Management Software may be purchased are as follows:
    - 1. System Administrator – System Administrators are users who access the SAS® Financial Management Software to perform installation of and set and maintain parameters around the use of, applications running the SAS® Financial Management Software.
    - 2. Finance Power Users – Finance Power Users are users who may access the SAS® Financial Management Software to use the full functionality of that Software.
    - 3. Planning and Business Users – Planning and Business Users are users who may access the SAS® Financial Management Software solely to utilize applications created by Power Users to enter, validate, and manage data.
    - 4. Interactive Reporting and Dashboard Users – “Interactive Reporting and Dashboard Users” are users who access the SAS® Financial Management Software in the Dashboard. The “Dashboard” is a web-based interface component of the Software which allows users to view and analyze content.
  - ii. For each of the foregoing user types, the quantity licensed by the Authorized User is the total number of such users (not concurrent



users) accessing the SAS® Financial Management Software during the initial 12 months of the license, or during any subsequent annual maintenance period (whether or not the Authorized User purchases maintenance for the SAS® Financial Management Software with respect to such annual maintenance).

- iii. The Authorized User's license of the SAS® Financial Management Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS® Financial Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Authorized User:
- iv. Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Financial Management Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS' classification of the Authorized User server on which the licensed SAS® Financial Management Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Financial Management Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.
- v. AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management Software may only be used for development purposes.
- vi. The license of SAS® Financial Management Software also includes a license of a SAS/Access Software product chosen by the Authorized User.

**i. Licensing Provisions Specific to Platform Suite for SAS Software:**

Platform Suite for SAS Software is licensed for use by Authorized User only with Authorized User's concurrent use of Base SAS® that is also licensed by the Authorized User. Platform Suite for SAS Software may not be used by Authorized User with any other product of SAS or any third party. Platform Suite for SAS Software is licensed based on the total processing power of the authorized hardware on which the Software is installed. Processing power

includes each processor on each chip. Platform Suite for SAS Software, including all of its components, may be used solely for job scheduling purposes in conjunction with the other SAS software applications residing on the one authorized hardware for which it was licensed and may not be used to schedule jobs across multiple pieces of hardware.

- j.** Restricted Use Infrastructure Server Software (“RUIS Software”) is licensed subject to the following:
  - i. RUIS Software is licensed for use by Authorized User only with Authorized User’s use of a SAS software solution in which the RUIS Software is embedded by SAS (“SAS Solution”) and which the Authorized User has also licensed. RUIS Software may not be used by Authorized User with any other product of SAS or any third party.
  - ii. RUIS Software is licensed for use on the hardware for which the applicable SAS Solution has also been licensed by the Authorized User. The license and maintenance fees payable by the Authorized User with respect to the RUIS Software are based on the number of processors of Authorized User’s server on which the RUIS Software resides.
  - iii. RUIS Software includes README files with additional terms and conditions which govern the license of the use of the RUIS Software in connection with Authorized User’s license of the applicable SAS Solution.
- k.** SAS® Strategy Management Software is subject to the following additional terms and conditions:
  - i. SAS® Strategy Management Software is licensed for use by the Authorized User on a single Authorized User computer except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the Software and the Metadata Server component of that Software will be installed. The Software is licensed on a Total User basis. “Total Users” is defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. Without the payment of additional license fees that may apply, Authorized User may not exceed the licensed Total Users.
  - ii. The Authorized User’s license of the SAS® Strategy Management Software commencing with Release 2.0 of the Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS® Strategy Management Software and

the quantities of such types of components for which the license or maintenance has been purchased by the Authorized User:

1. Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Strategy Management Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS’ classification of the Authorized User server on which the licensed SAS® Strategy Management Software is installed, solely for the purpose of deploying the Strategic Performance Management Software environment. Without first paying then- current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.
2. AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Strategy Management Software may only be used for development purposes.

- I. SAS® Forecast Server Software is subject to the following additional terms and conditions:
  - i. SAS® Forecast Server Software is licensed for use by the Authorized User on a single Authorized User server except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Forecast Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an “integrated solution.” Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.
  - ii. The Authorized User’s license of the SAS® Forecast Server Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS® Forecast Server Software and the quantities of such types of components for

which the license or maintenance has been purchased by the Authorized User:

1. Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Forecast Server Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS' classification of the Authorized User server on which the licensed SAS® Forecast Server Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Forecast Server Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.

**m.** SAS Enterprise Data Integration Server Software is subject to the following additional terms and conditions:

- i. SAS Enterprise Data Integration Server Software is licensed for use by the Authorized User on a single Authorized User server except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS Enterprise Data Integration Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.
- ii. The Authorized User's license of the SAS Enterprise Data Integration Server Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS Enterprise Data Integration Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Authorized User:

Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the

SAS Enterprise Data Integration Server Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS classification of the Authorized User server on which the licensed SAS Enterprise Data Integration Server is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS Enterprise Data Integration Server Software environment. Without first paying then- current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.

iii. If the Authorized User has previously licensed the Enterprise Integration Technologies bundle of SAS Software (“EIT Software”) for use on the same Authorized User hardware and with the same operating system with respect to which Authorized User has licensed the SAS Enterprise Data Integration Server Software and the Authorized User’s annual license or annual maintenance, as applicable, with respect to that EIT Software is current as of the commencement date (“EDILB Date”) of Authorized User’s license of the SAS Enterprise Data Integration Server Software, then as of the EDILB Date Authorized User’s license of the EIT Software shall be cancelled and superseded as follows:

1. The SAS/Connect and SAS Integration Technologies Software that are components of the EIT Software are included in Authorized User’s license of the SAS Enterprise Data Integration Server Software and the license and maintenance, as applicable, of such SAS/Connect and SAS Integration Technologies Software, shall be included in the fees payable by Authorized User for license and maintenance, as applicable, of the SAS Enterprise Data Integration Server Software;
2. Authorized User’s license of SAS IntrNet Software through the license of the EIT Software shall be converted to a license of such SAS/IntrNet Software on a Stand-alone basis for the same license term as Authorized User’s license of such EIT Software (prior to the cancellation of the license of the EIT Software as provided above). If applicable, the current annual maintenance period with respect to such EIT Software (prior to the cancellation of the license as provided herein) shall apply to such SAS/IntNet Software.

iv. The license of SAS Enterprise Data Integration Server Software also includes a license of

1. two (2) SAS/Access Software products chosen by the Authorized User;
  2. SAS Quality Knowledge Base Locale Software (the locale/language chosen by Authorized User);
  3. SAS® Metadata Bridge for General Industry Standards and three (3) additional SAS Metadata Bridges of choice (which may be requested at any time as long as the maintenance is maintained);
  4. PC licenses of DataFlux Data Management Studio Platform for SAS, DataFlux Data Management Studio Profile, DataFlux Data Management Studio Entity Resolution, DataFlux Data Management Studio Integration, DataFlux Data Management Studio Quality, DataFlux Data Management Studio Customize, and DataFlux Data Management Studio Exploration (collectively the “DF PC Components”), provided that each of the DF PC Components is licensed for use by the greater of (A) the number of users authorized to access the applicable dfPower Component, or (B) the number of personal computers on which such DF PC Component will be installed and available for processing on the designated operating system. Such quantity of users shall be the total number of users (not concurrent users) accessing the applicable DF PC Component and such quantity of personal computers shall be the total number of personal computers on which such DF PC Component is installed and available for processing during the initial 12 month license period or during any subsequent annual maintenance period (whether or not the Authorized User purchases maintenance for the SAS Enterprise Data Integration Server Software with respect to such annual maintenance). Unless additional are licensed, the number of such users or the number of such personal computers with respect to the DF PC Components shall not exceed one (1) such user or personal computer with respect to each of the DF PC Components; and
  5. one (1) DataFlux Data Management Quality Knowledge Base Locale of choice; provided that the chosen DataFlux Data Management Quality Knowledge Base Locale must be a then commercially-available product. The DataFlux Data Management Quality Knowledge Base Locale is licensed on a Site License basis. “Site License” means Authorized User’s use of the Software is dependent upon Authorized User’s licensing SAS Enterprise Data Integration Server Software (“Prerequisite Software”). Authorized User may install the Software on, and/or access the Software from, any authorized hardware, located at a single physical site, for which Authorized User has licensed the Prerequisite Software.
- n.** SAS® Enterprise Model Management Software is subject to the following additional terms and conditions:

- i. SAS® Enterprise Model Management Software is licensed for use by the Authorized User on a single Authorized User server except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Enterprise Model Management Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second.
- ii. The Authorized User's license of the SAS® Enterprise Model Management Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS® Enterprise Model Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Authorized User:
  1. The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the SAS® Enterprise Model Management Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS' classification of the Authorized User server on which the licensed SAS® Enterprise Model Management Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Enterprise Model Management Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.
  2. The license of SAS® Enterprise Model Management Software also includes a license of SAS® Enterprise Model Management Client Software ("EMM Client Component"), provided that the EMM Client Component is licensed for use by the greater of (A) the number of users authorized to access EMM Client Component and (B) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Such quantity of users shall be the total number of users (not concurrent users) accessing the EMM Client Component and such quantity of personal computers shall be the total number of personal computers on which such EMM Client Component is installed and available for processing during the initial 12

month license period or during any subsequent annual maintenance period (whether or not the Authorized User purchases maintenance for the SAS® Enterprise Model Management Software with respect to such annual maintenance). The number of such users or the number of such personal computers shall not be greater than a quantity of five (5) such users or personal computers, whichever is greater.

- o. SAS Data Integration Server Software is subject to the following additional terms and conditions:
  - i. SAS Data Integration Server Software is licensed for use by the Authorized User on a single Authorized User server except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS Data Integration Server Software and the Metadata Server component of that Software will be installed. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. With respect to server hardware, processing power includes each processor on each chip. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second. The Software is licensed as a bundle of technology and not an “integrated solution.” Accordingly, the Software components in the Software may be used alone or with the other components bundled with the Software.
  - ii. The Authorized User’s license of the SAS Data Integration Server Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following components of the SAS Data Integration Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Authorized User:

Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the SAS Data Integration Server Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS classification of the Authorized User server on which the licensed SAS Data Integration Server is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS Data Integration Server Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.



- p.** SAS® IT Resource Management Software is subject to the following additional terms and conditions:
- i. The Software is licensed for use by the Authorized User on a single Authorized User computer except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software and the Metadata Server component of that Software will be installed. In addition, the Authorized User's license of the Software is limited to, and the license and maintenance fees payable by Authorized User for the Software are based on, use on the type of network for which the Software is licensed by Authorized User (as noted in the CLIN licensed) as follows:
    - 1. Network Based (Single Site or Mixed) - The Software license fee is based on the total processing capacity of Authorized User's IT infrastructure managed by the Software in the United States. With respect to IT infrastructure consisting of server hardware, total processing capacity includes each processor on each chip of each server. With respect to IT infrastructure consisting of mainframe hardware, total processing capacity is based on the Millions of Instructions per Second ("MIPS") rating of each mainframe.
    - 2. Enterprise (Mainframe, Server or Mixed) – Mainframe: The Software license fee is based on a single installation of the Software in the United States used to manage Authorized User's mainframe hardware IT infrastructure in the United States. Server: The Software license fee is based on a single installation of the Software in the United States used to manage Authorized User's server hardware IT infrastructure in the United States. Mixed: The Software license fee is based on a single installation of the Software in the United States used to manage Authorized User's server hardware and mainframe hardware IT infrastructure in the United States.
  - ii. The Authorized User's license of the Software also includes and is limited to, and the license and maintenance fees payable by the Authorized User with respect to that Software are respectively based on, the following component of the Software and the quantity of such component for which the license or maintenance has been purchased by the Authorized User:
    - 1. Metadata Server – The Authorized User may install the Base SAS component (along with any other component authorized by EIS) of the Software on one additional Authorized User server which has a classification by SAS that is equal to or lower than SAS' classification of

the Authorized User server on which the licensed Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed Software environment. Without first paying then-current applicable additional license fees (including an additional license of the Base SAS component), Authorized User may not install any additional SAS software products on such additional server on which Authorized User installs the Base SAS component.

2. Use of the client component of the Software is limited to the greater of either (i) the total number of users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
  - iii. The license of the Software also includes a license of SAS® Metadata Bridge for General Industry Standards and three (3) additional SAS Metadata Bridges of choice (which may be requested at any time as long as the maintenance is maintained).
  - iv. Upon Authorized User's request, if Authorized User's maintenance is fully paid and current, Authorized User's license of SAS® IT Resource Management Software includes a license of SAS Financial Management Adapter for SAP.
- q. SAS® IT Service Level Management Software is subject to the following additional terms and conditions:**
- i. The Software is licensed for use by the Authorized User on a single Authorized User computer except as specified in this section with respect to the Metadata Server. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software and the Metadata Server component of that Software will be installed. In addition, the Authorized User's license of the Software is limited to, and the license and maintenance fees payable by Authorized User for the Software are based on, use on the type of network for which the Software is licensed by Authorized User (as noted in the CLIN licensed) as follows:

1. Network Based (Single Site or Mixed) - The Software license fee is based on the total processing capacity of Authorized User's IT infrastructure managed by the Software in the United States. With respect to IT infrastructure consisting of server hardware, total processing capacity includes each processor on each chip of each server. With respect to IT infrastructure consisting of mainframe hardware, total processing capacity is based on the Millions of Instructions per Second ("MIPS")

rating of each mainframe.

- ii. A license of SAS® IT Resource Management Software for the same hardware is required to license this Software.
- r. SAS® Data Surveyor Software is subject to the following additional terms and conditions:
- i. The Software is licensed for use by the Authorized User on a single Authorized User computer except as specified in this section. The Authorized User shall identify the specific machine information (hardware, manufacturer, and operating system) of the computer on which the Software will be installed. In addition, the Authorized User's license of the Software is limited to, and the license and maintenance fees payable by Authorized User for the Software are based on, the capacity of the Authorized User computer on which the Software is installed (as noted in the CLIN licensed) as follows:
    - 1. SAS Data Surveyor for Oracle Applications Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Authorized User may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the contrary contained in this Agreement, such separate hardware may have a larger machine classification than the authorized hardware. Authorized User may use the Software, including its subcomponents, solely to access Oracle data in the licensed Oracle database. Authorized User may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.
    - ii. SAS Data Surveyor for PeopleSoft Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Authorized User may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the

contrary contained in this Agreement, such separate hardware may have a larger machine classification than

The authorized hardware. Authorized User may use the Software, including its subcomponents, solely to access PeopleSoft data in the licensed ODBC, SQL, DB2 or Oracle database. Authorized User may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.

- iii. SAS Data Surveyor for SAP Capacity Based - The Software license fee is based on the total processing power of the hardware on which the Software is installed where processing power includes each processor on each chip. The Software, including all of its components, may be used solely to access SAP data in the licensed SAP database. Authorized User may not use or deploy any individual Software component for any other purpose or as a replacement for other SAS software.
- iv. SAS Data Surveyor for Siebel Capacity Based - The Software license fee is based on the total processing power of the hardware on which the SAS Data Integration Server or SAS Enterprise Data Integration Server software is installed where processing power includes each processor on each chip. If prompted during Software installation, Authorized User may install certain Software subcomponents on separate hardware which may or may not run the same operating system as the authorized hardware. Notwithstanding anything to the contrary contained in this Agreement, such separate hardware may have a larger machine classification than the authorized hardware. Authorized User may use the Software, including its subcomponents, solely to access Siebel data in the licensed ODBC, SQL, DB2 or Oracle database. Authorized User may not use or deploy any individual Software subcomponent for any other purpose or as a replacement for other SAS software. The terms and conditions of this Agreement shall govern the license for the Software, including all subcomponents, notwithstanding any click-wrap agreement or other similar terms and conditions which may be surfaced during installation of the Software or any Software subcomponents.
- x. SAS® Metadata Bridge Software is licensed based on the total number of physical computers and/or Virtual Machines on which the Software is installed during the applicable license period and may be installed.
- y. SAS® Enterprise Guide Software is licensed on a Total User basis. “Total Users” is

defined as the total number of individuals (not concurrent) who access the Software on each licensed operating system during the license period. Without the payment of additional license fees that may apply, Authorized User may not exceed the licensed Total Users.

**z.** DataFlux Software is subject to the following additional terms and conditions:

- i. DataFlux Software that is licensed for use by Authorized User on personal computers is subject to the following additional terms and conditions.

The license fees applicable to the Software are based on the greater of either (1) the total number of individuals (not concurrent) authorized to access the Software or (2) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Without the payment of additional license fees that may apply, Authorized User may not exceed such number of individuals or installations.

- ii. DataFlux Software that is licensed for use by Authorized User on servers is subject to the following additional terms and conditions.

The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Authorized User may not install the Software on hardware other than that for which the Software was specifically licensed.

- iii. DataFlux Quality Knowledge Based Locales (also known as DataFlux LocalePacks) are subject to the following additional terms and conditions.

The Software license fee is based on one (1) installation of the Software on the authorized hardware and use for Authorized User's internal business purposes only within the United States during the license period. Authorized User may not exceed the number of installations of locale of use.

- iv. All DataFlux Software is subject to the following additional terms and conditions: All data necessary to use the Software (collectively, the "Verify Data") is licensed to Authorized User on an annual, non-exclusive, revocable basis. EIS makes no representation or warranty as to the availability of updates to the Verify Data. The license for all or any part of the Verify Data is subject to termination by EIS on thirty (30) days prior written notice to Authorized User in the event EIS' licensor terminates the license for such Verify Data ("Verify Data Termination"). In the event of a Verify Data Termination, Authorized User must (i) terminate its use

of, and

delete and destroy, the affected Verify Data on or before the date provided by EIS in such written notice and (ii) upon request from EIS, provide EIS with a certification of the deletion and destruction of the affected Verify Data signed by an authorized officer of Authorized User. In the event of a Verify Data Termination, provided Authorized User has complied with its obligations hereunder, EIS will refund to Authorized User a prorated portion of the license fees paid by Authorized User for the then-current term for the affected Verify Data. The Verify Data may be used only in conjunction with, and under the same terms and conditions as, the corresponding Software. Authorized User must terminate its use of, and delete and destroy, all Verify Data if the license therefore is not renewed for any reason. THE SOFTWARE MAY CONTAIN OR PROVIDE ACCESS TO DATA LICENSED TO EIS BY THIRD PARTY VENDORS (“THIRD PARTY DATA”) AND PROVIDE ACCESS TO SERVICES AND DATA PROVIDED BY THIRD PARTIES (COLLECTIVELY, “THIRD PARTY SERVICES”). THIRD PARTY DATA, THIRD PARTY SERVICES, AND ACCESS THERETO ARE PROVIDED TO AUTHORIZED USER “AS IS” WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING AS A RESULT OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. EIS DISCLAIMS ANY WARRANTY AS TO (A) THE CONTINUED CERTIFICATION OF THE SOFTWARE BY ANY THIRD PARTY OR (B) THE CONTINUED AVAILABILITY OF ANY DISCOUNT PROVIDED FROM USE OF THE SOFTWARE. EIS DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH AUTHORIZED USER’S USE OF THE THIRD PARTY DATA AND THIRD PARTY SERVICES. THE DISCLAIMERS HEREIN DO NOT APPLY TO ANY THIRD PARTY SOFTWARE ACTUALLY EMBEDDED WITHIN THE SOFTWARE, BUT APPLY IN ALL RESPECTS TO ANY DATA SUPPLIED WITH, CONTAINED IN, OR ACCESSED THROUGH THE SOFTWARE.

- v. In order to fully function, DataFlux “Verify” or “Enrichment” products require a DataFlux DataPack that must be separately licensed by Authorized User.

**bb.** Teragram Software is subject to the following additional terms and conditions:

- i. Teragram TK240 Software, Teragram TK240 Categorization Software, Teragram TK240 Concepts Extraction Software, Teragram Information Workbench Software, Teragram Semantic Term Manager Software and Teragram Linguistic Support Software are subject to the following additional terms and conditions.

- 1. The Software license fee is based on the number of individuals (not

concurrent) who may access the Software during the applicable license period to use the full functionality of the Software. Without the payment of additional license fees that may apply, Authorized User may not exceed such number of individuals accessing the Software. The Software supports the English language and additional available languages must be licensed separately hereunder.

- ii. Teragram TK240 Collaborative Server Software, Teragram Crawler Software, Teragram Search and Indexing Software, Teragram CATCON Automatic Categorizer Software and CATCON Concepts Extraction Software are subject to the following additional terms and conditions.

- 1. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Authorized User may not install the Software on hardware other than that for which the Software was specifically licensed.

- iii. Teragram CATCON Server Software is subject to the following additional terms and conditions.

- 1. The Software license fee is based on the total processing power of the authorized hardware on which the Software is installed. Processing power includes each processor on each chip. Without the payment of additional license fees that may apply, Authorized User may not install the Software on hardware other than that for which the Software was specifically licensed. The Software is licensed as a bundle of technology and not an "integrated solution." Accordingly, the server-based Software components in the bundle may be used alone or with the other components bundled with the Software.

- iv. Teragram Linguistic Suite Software, Teragram Fast Pattern Matching Software, Teragram Direct Answers Software, Teragram Document Duplication Detection Software, Teragram Email Alerts Software, Teragram IPTC Rules Software, Teragram Language Identification and Character Encoding Software, Teragram MeSH Rules Software, Teragram Semantic Term Manager Server Software, Teragram Spelling Correction Software, Teragram Summarization Software and Teragram Taxonomy Discovery Software are subject to the following additional terms and conditions.

- 1. The Software license fee is based on the total number of computers on which the Software is installed. Without the payment of additional license fees that may apply, Authorized User may not exceed such

licensed number of installs.

- v. All Teragram Software is subject to the following additional terms and conditions: Authorized User may not disclose to third parties the results of Software performance benchmarks, conducted by EIS (or its licensors) or by Authorized User, without EIS' prior written authorization. Authorized User shall not use or permit any user or third party to use any application program interface ("API") provided with the Software to read in bulk or "harvest" the contents of any data files licensed to Authorized User by EIS and provided with the Software.
- cc. SAS® Visual Data Discovery Software licensed for use on a server includes a license for Authorized User's users to install and use JMP® for SAS Visual Data Discovery. Such use of JMP® for SAS Visual Data Discovery is limited by total number of users based on the size of the authorized hardware on which the Software is licensed as follows:
  - o Group A (1 core) =5 users
  - o Group B (2 cores)=25 users
  - o Group 1 (up to 4 cores) =50 users
  - o Group 2 (5 to 12 cores) =75 users
  - o Group 3 (13 to 24 cores)=100 users
  - o Group 4 (25 to 48 cores)=125 users
  - o Group 5 (49 to 96 cores)=150 users
  - o Group 6 (97 to 144 cores)=175 users
  - o Group 7 (145 to 192 cores)=200 users
  - o Group 8 (193 cores or more)=250 users

Authorized User may not allow use of JMP® for SAS Visual Data Discovery by more than the allotted number of users identified above. The license of the Software also includes a license of any one (1) SAS®/ACCESS product of Authorized User's choice otherwise available under this Agreement (which may be requested at any time as long as the maintenance is maintained).

- dd. SAS® e-Learning offerings are subject to the following additional terms and conditions:
  - i. The Software is licensed on a Total User basis. "Total Users" is defined as the total number of users (not concurrent) who access the Software. Without the payment of additional license fees that may apply, Authorized User may not exceed the licensed Total Users.
  - ii. Authorized User must notify EIS in writing prior to receiving Software as to whether the Software will be downloaded by the Authorized User or if the Authorized User will access the Software on the SAS website. If the Authorized User accesses the Software on the SAS website, SAS agrees that notwithstanding any "clickwrap" or "clickthrough" license



terms that the Authorized User must approve to download or access the Software, the terms and conditions of this Agreement shall control and the “clickwrap” or “clickthrough” license terms shall be of no force or effect. Authorized User specifically agrees that it will not disclose, distribute or make available the download/access codes to the Software other than to authorized users.

- ee.** SAS® Enterprise Miner Desktop is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
- ff.** SAS® Text Miner is subject to the following additional terms and conditions: If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).
- gg.** SAS® Text Miner Desktop for Windows Workstations is subject to the following additional terms and conditions: SAS® Text Miner Desktop for Windows Workstations is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Without the payment of additional license fees that may apply, Authorized User may not exceed the licensed number of users or installs.
- hh.** SAS® Data Governance is subject to the following additional terms and conditions:
  - i. The Software is licensed on a “Bundle Capacity” basis. “Bundle Capacity” means that the Software is licensed on a per server basis as identified in Subsection 6.b. above, provided that the Software is also licensed as a bundle of technology and not an "integrated solution" such that the server-based Software components in the bundle may be used alone or with the other components bundled with the Software.
  - ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

**ii.** SAS® Data Management Advanced is subject to the following additional terms and conditions:

- i. The Software is licensed on a “Bundle Capacity” basis.
- ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).
- iii. The license of the Software also includes a license of:
  1. two (2) SAS/Access Software products chosen by the Authorized User (which may be requested at any time as long as the maintenance is maintained); and
  2. three (3) SAS Metadata Bridge products chosen by the Authorized User (which may be requested at any time as long as the maintenance is maintained).

**jj.** SAS® Data Management Standard is subject to the following additional terms and conditions:

- i. The Software is licensed on a “Bundle Capacity” basis.
- ii. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).
- iii. The license of the Software also includes a license of:
  1. two (2) SAS/Access Software products chosen by the Authorized User (which may be requested at any time as long as the maintenance is maintained); and

2. three (3) SAS Metadata Bridge products chosen by the Authorized User (which may be requested at any time as long as the maintenance is maintained).

**kk.** SAS® Data Quality Advanced is subject to the following additional terms and conditions: The Software is licensed on a “Bundle Capacity” basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

**ll.** SAS® Data Quality Desktop is subject to the following additional terms and conditions: The Software is licensed on a “Bundle Capacity” basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

**mm.** SAS® Data Quality Standard is subject to the following additional terms and conditions: The Software is licensed on a “Bundle Capacity” basis. If a client component is included with the Software, the client component of is licensed on a PC Use basis. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system. Unless otherwise noted on the applicable order hereunder, the client component is limited to PC Use of five (5).

**oo.** SAS® Forecasting for Desktop is subject to the following additional terms and conditions:

- i. SAS® Forecasting for Desktop software is licensed on a “PC Use” basis. All individuals who have access to the Software during a license period must be counted in the number of total users. “PC Use” is defined as the greater of either (i) the total number of individuals (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
- ii. In addition, SAS® Forecasting for Desktop is limited to installation on a personal computer(s) containing no more than eight (8) processor cores.

Authorized User may not use the Software on hardware that contains a number of processor cores that exceeds the number of processor cores licensed. If the Software is installed in a partition of the authorized hardware,

Authorized User must use software or other technological means, as specified by the authorized hardware manufacturer, to limit, at all times, the partition to no more than the licensed number of processor cores.

**pp.** SAS® Grid Manager is subject to the following additional terms and conditions:

- i. The Software is licensed pursuant to the terms of Subsection 6.b.vi above. The Grid Manager Software, including all of its components, may be used solely for grid management and job scheduling purposes in conjunction with SAS software applications residing on authorized hardware included in the licensed Grid. Base SAS and SAS/CONNECT must be licensed for each node in the Grid even if Authorized User is deploying a solution within the Grid and the solution package contains Base SAS and SAS/CONNECT.

**qq.** SAS® Office Analytics is subject to the following additional terms and conditions: The Software is licensed based on a “Bundle Capacity” basis.

**rr.** SAS® Analytics Pro is subject to the following additional terms and conditions:

- i. If licensed for use on servers, the Software is licensed on a “Bundle Capacity” basis.

**ss.** SAS®/Access to SQL Server Software is subject to the following additional terms and conditions: all State Authorized Users acquire this product only with those rights set forth in the license agreement accompanying this product.

**tt.** The following terms apply to any license for Software that is identified as for test purposes only (“Test Software”) in any applicable order for the license of Software arising hereunder. In order to license Test Software, Authorized User must have already licensed (or is simultaneously licensing) for production use, licenses for the same SAS software product(s) that make up the Test Software (“Production Software”):

- i. Authorized User’s license to use the Test Software is solely to verify the quality and accuracy of data output on the hardware and operating system (“Test Environment”) with respect to which the applicable Test Software is licensed, subject to the following.
  - 1. Authorized User shall not change the operating systems under which the Production Software (“Production Environment”) and Test Software are currently licensed unless Authorized User notifies EIS in writing

that Authorized User desires to change such operating system(s) and EIS approves such change; and

2. The hardware on which the Test Software that is licensed by hardware capacity (as applicable) is installed in accordance with Authorized User's license of such Test Software and must have the same or lower machine classification rating by SAS ("MCR") as the MCR of the hardware on which the corresponding Production Software is installed in the Production Environment in accordance with Authorized User's license of such Production Software; and
  3. The number of each type of licensed user of the Test Software that is licensed by quantity of such users (as applicable) and for which annual maintenance is subsequently purchased by Authorized User must be the same as the number of licensed users of the corresponding Production Software and for which annual maintenance is subsequently purchased by Authorized User.
- ii. The Test Software may at no time be used by or for Authorized User (i) in a production environment or as a fail-over system, (ii) to create applications or code or (iii) for any software development.
  - iii. Authorized User must maintain a separate license for the Production Software under the same operating system as the Test Environment. Authorized User's license to use the Test Software shall automatically terminate upon expiration or termination of Authorized User's license of the corresponding Production Software or upon failure of Authorized User to purchase maintenance renewal for such Production Software or the corresponding applicable Test Software for the next maintenance renewal period following the expiration of any then current maintenance period with respect to such Production Software or applicable Test Software.
- uu.** The following terms apply to any license for Software that is identified as for development purposes only ("Development Software") in any applicable order for the license of Software arising hereunder, which order for such Development Software is also discounted from the full price set forth in the Price List. In order to license Development Software, Authorized User must have already licensed (or is simultaneously licensing) for production use, licenses for the same SAS software product(s) that make up the Development Software ("Production Software"),
- i. Authorized User's license to use the Development Software is solely for development purposes to create applications and code on the Authorized User hardware running the operating system with respect to which the Development Software is licensed ("Development

Environment”), subject to the following.

1. Authorized User shall not change the operating systems applicable to the Production Environment or the Development Environment unless Authorized User notifies EIS in writing that Authorized User desires to change such environments and EIS approves such change (“Production Environment” means the Authorized User hardware running the operating system with respect to which the Production Software is licensed); and
  2. The hardware on which the Development Software that is licensed by hardware capacity (as applicable) is installed in accordance with Authorized User’s license of such Development Software and must have the same or lower machine classification rating by SAS (“MCR”) as the MCR of the hardware on which the corresponding Production Software is installed in the Production Environment in accordance with Authorized User’s license of such Production Software; and
  3. The number of each type of licensed user of the Development Software that is licensed by quantity of such users (as applicable) and for which annual maintenance is subsequently purchased by Authorized User shall be the same as (or fewer than) the number of licensed users of the corresponding Production Software and for which annual maintenance is subsequently purchased by Authorized User.
- ii. The Development Software shall at no time be used by or for Authorized User (i) in a production environment or as a fail-over system or (ii) in a test environment.
  - iii. Authorized User must maintain a separate license for the Production Software under the same operating system as the Development Environment. Authorized User’s license to use the Development Software shall automatically terminate upon expiration or termination of Authorized User’s license of the corresponding Production Software or upon failure of Authorized User to purchase maintenance renewal pursuant to the GSA Contract for such Production Software and the corresponding applicable Development Software for the next maintenance renewal period following the expiration of any then current maintenance period with respect to such Production Software or applicable Development Software.
- x. SAS® Cost and Profitability Management Standard and SAS® Cost and Profitability

Management Advanced Software is subject to the following additional terms and conditions:

- i. If the Software is licensed for use by Power Users, the Software license fee is based on the number of users (not concurrent) who may access the Software during the applicable license period to use the full functionality of the Software. Authorized User may not exceed such licensed number of Power Users.
- ii. If the Software is licensed for use by Business Users, the Software license fee is based on the number of users (not concurrent) who may access the Software during the applicable license period, solely to utilize applications created by Power Users to enter, validate and manage data. Authorized User may not exceed such licensed number of Business Users.
- iii. The Software, including all of its subcomponents, may be used solely for the benefit of Authorized User for activity-based costing and profitability modeling and analysis.

**ww.** SAS® Contextual Analysis is subject to the following additional terms and conditions:

- i. The Software is licensed as a technology bundle such that Authorized User may use the Software subcomponents alone or with the other subcomponents bundled with the Software. The Software license entitles Authorized User to implement a single configured installation of the Software. If the Software is designed for operation across multiple hardware tiers as described in its documentation, the term “single configured installation” includes installation of subcomponents of the Software on multiple hardware tiers which operate together as a single configuration. All computer hardware within the multiple hardware tier environment is considered authorized hardware for the purposes of the Agreement. Authorized hardware for the server-tier Software subcomponents is listed on the purchase order or by reference to the part number. Otherwise, “single configured installation” includes installation of the Software on a single item of authorized hardware or on the number of items of authorized hardware authorized in the purchase order.

**xx.** SAS® Marketing Optimization and SAS® Marketing Automation is subject to the following additional terms and conditions:

- i. The Software license fee is based on the total number of Client Equivalent Records contained within the Data Mart used with the Software. A "Client Equivalent Record" is a unique record in the Data Mart that relates to a Client or Prospect of Authorized User where a

“Client” is a person or entity identified in the Data Mart that has received a product or service from Authorized User within the last twelve (12) months or has an active account status and a “Prospect” is a person or entity identified in the Data Mart that is not a Client. For the purposes of counting Client

Equivalent Records, each Client record shall be counted as one (1) Client Equivalent Record and each five (5) Prospect records shall be counted as one (1) Client Equivalent Record. A "Data Mart" is a single data environment that may be spread over a number of physical hardware and software platforms that has a consistent data design and data tables, table joins and columns, naming conventions and structure. Authorized User shall not exceed the licensed number of Client Equivalent Records.

- ii. SAS® Marketing Optimization Software, including all of its subcomponents, may be used solely for the benefit of Authorized User in connection with optimizing Authorized User's marketing campaigns.
- iii. SAS® Marketing Automation Software, including all of its subcomponents, may be used solely for the benefit of Authorized User in connection with automating Authorized User's marketing campaigns.

**yy.** SAS® Text Analytics Languages for SAS Text Miner is subject to the following additional terms and conditions:

- i. Authorized User may choose languages from then generally, commercially- available language options.
- ii. Authorized User's use of the Software is dependent upon Authorized User's licensing, hereunder, certain other SAS software (“Prerequisite Software”). Authorized User may install the Software on, and/or access the Software from, any authorized hardware included as part of a single configured installation of the Prerequisite Software.

**zz.** SAS® Event Stream Manager is subject to the following additional terms and conditions:

- i. The Software license fee is based on the total number of Managed Installs administered by the Software during each annual period of the license where a “Managed Install” is a single installation of a SAS software offering licensed by Authorized User hereunder that Authorized User monitors and manages using the Software. Authorized User may not exceed such licensed number of Managed



Installs.

**aaa.** SAS® Data Quality Standard for SAS Marketing Automation is subject to the following additional terms and conditions:

- i. The Software license fee is based on the total number of Client Equivalent Records contained within the Data Mart used with the Software. A "Client Equivalent Record" is a unique record in the Data Mart that relates to a Client or Prospect of Authorized User where a "Client" is a person or entity identified in the Data Mart that has received a product or service from Authorized User within the last twelve (12) months or has an active account status and a "Prospect" is a person or entity identified in the Data Mart that is not a Client. For the purposes of counting Client Equivalent Records, each Client record shall be counted as one (1) Client Equivalent Record and each five (5) Prospect records shall be counted as one (1) Client Equivalent Record. A "Data Mart" is a single data environment that may be spread over a number of physical hardware and software platforms that has a consistent data design and data tables, table joins and columns, naming conventions and structure. Authorized User shall not exceed the licensed number of Client Equivalent Records.
  - ii. Except as herein modified, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.
- tt. SAS® Intelligence and Investigation Management is subject to the following additional terms and conditions: SAS® Intelligence and Investigation Management, including all of its subcomponents, may be used by Users solely for the benefit of Authorized User to manage investigations. When Authorized User licenses SAS® Intelligence and Investigation Management it must license on both a Total Distributed Processor Core metric and Total User metric.
- uu. SAS® Visual Investigator subject to the following additional terms and conditions: When Authorized User licenses SAS® Visual Investigator it must license on both a Total Distributed Processor Core metric and Total User metric.
- x. SAS® Event Stream Processing (SAS Viya Enabled) is subject to the following additional terms and conditions:
  - i. Events. The Software license fee is based on the total number of Events which are published to the Software and can be acted upon by the Software during an annual license period. An

“Event” is defined as (i) a single record of data consisting of metadata and field data that is generated by an external system or asset (such as, but not limited to, a machine or sensor) and (ii) a single record of data derived from the transformation of one or more Events by the Software through aggregation, projection, pattern matching or other methods which will be counted in addition to the Event or Events from which the transformed Event is derived.

- ii. Users may use the Software solely for the benefit of Authorized User to process and act upon Events as defined above. Authorized User may install the Software on any number of items of Authorized Hardware located in the United States. Events ingested by development and/or test environments do not count toward the licensed quantity of Events. Authorized User will ensure that any Software metering functionality, as defined in the Software documentation, is enabled when the Software is installed and will not subsequently disable or otherwise circumvent such metering functionality.